

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, CAPITOL HILL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Invitation to Bid**Solicitation Number: **PM5034**Due Date: **10/05/04 @ 2:00 P.M.**

Date Sent: September 16, 2004

Goods and services to be  
purchased:

**SUPPLY MATERIALS, LABOR, & EQUIPMENT TO CONSTRUCT A TELECOMMUNICATIONS  
BUILDING WITH GENERATOR**

**Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc. _____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Invitation to Bid**

**Solicitation Number: PM5034**

**Due Date: 10/05/04**

**Vendor Name:**

Item#	Qty	Unit	Description	Unit Price	Extension
001	1	EACH	<p>SUPPLY ALL MATERIAL AND LABOR NECESSARY TO CONSTRUCT A TELECOMMUNICATIONS SITE BUILDING AND GENERATOR FOR WEBB HILL PROJECT, PER THE ATTACHED SPECIFICATIONS.</p> <p>A 5% BID BOND WILL BE REQUIRED AT THE TIME OF BID SUBMITTAL. AND A 100% PERFORMANCE/PAYMENT BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER. PLEASE COMPLETE A BOND STATEMENT AND SUBMIT ALONG WITH YOUR BID.</p> <p>YOU MUST BE A LICENSED CONTRACTOR IN THE STATE OF UTAH TO BID THIS PROJECT. PLEASE COMPLETE A CONSTRUCTIONS TRADE LICENSING REQUIREMENTS FORM AND SUBMIT ALONG WITH YOUR BID.</p> <p>ANY MODIFICATION TO THIS PROCUREMENT EFFORT SHALL BE MADE IN WRITING BY ADDENDUM ISSUED BY THE STATE DIVISION OF PURCHASING. ONLY AUTHORIZED AND PROPERLY ISSUED ADDENDA SHALL CONSTITUTE THE OFFICIAL POSITION OF THE STATE AND SHALL BE BINDING. ANYONE SUBMITTING A RESPONSE TO THIS SOLICITATION, WITH BASIS IN OR ON OTHER COMMUNICATION OR INFORMATION RECEIVED FROM SOURCES OTHER THAN THROUGH OFFICIAL ADDENDUM, ASSUMES FULL RISK INCLUDING THE POSSIBILITY OF A DETERMINATION OF NON-RESPONSIVENESS AND MAY BE REJECTED AT THE SOLE DISCRETION OF THE STATE.</p>	\$	\$
<p>FOR QUESTIONS REGARDING THE SPECIFICATIONS AND/OR SCOPE OF WORK PLEASE CONTACT BRIAN SPENCER @ (801) 538-3059.</p> <p>FOR BID PROCESSING QUESTIONS PLEASE CONTACT PAUL MASH @ (801) 538-3138.</p> <p>*****</p> <p>REF RX# 100 59000000010</p>					

**Ship To:** DEPT. OF ADMINISTRATIVE SERVICES - INFO TECHNOLOGY SERVICES  
WEBB HILL NEAR  
ST. GEORGE UTAH.

STATE OF UTAH  
DIVISION OF PURCHASING

Invitation to Bid

Solicitation Number: PM5034

Due Date: 10/05/04

Vendor Name:

FREIGHT CHARGES (if applicable)

SHIPPING POINT AND ZIP CODE	
SHIPPING WEIGHT	
MODE OF TRANSPORTATION (Please check one)  <div><input type="checkbox"/> Small package/Ground</div> <div><input type="checkbox"/> LTL(Less than truck load) NMFC Class # _____ NMFC Item # _____</div> <div><input type="checkbox"/> Truckload</div> <div><input type="checkbox"/> Air</div> <div><input type="checkbox"/> Other (Please specify)</div>	
TOTAL PRICE LESS FREIGHT (FOB Origin)	\$
TOTAL PRICE INCLUDING FREIGHT (FOB Destination)	\$

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

**1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.

**2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.

**3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

**4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.

**5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the bidder's expense.

**6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that:

(1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

**7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.

**8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.

**9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

**10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

**11. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov) (Revision 14 Mar 2003 - ITB Instructions)

# COMMUNICATIONS BUILDING BID SPECIFICATIONS

## 1. SIZE

The shelter shall be 12' wide O.D. x 30' long O.D. x 9' high I.D.

## 2. DESIGN

The minimum **R Values** in the floor, walls, and roof shall be R-11 in the walls & floor. R-19 in the roof.

## 3. FLOOR LOADING

The minimum floor loading shall be **200 pounds** per square foot for typical 12' wide shelter.

## 4. ROOF LOADING

The minimum roof loading shall be **150 pounds** per square foot for typical 12' wide shelter.

## 5. ROOF IMPACT RESISTANCE

The minimum roof impact resistance shall be **220 pounds** with no visible damage to either the exterior or interior of the roof or shelter.

## 6. WALL WIND LOAD

The minimum wall wind load shall be **150 MPH**.

## 7. AIR INFILTRATION

There shall be **no air infiltration** of the shelter when measured before installation of any through-the-wall, floor, or roof items when exposed to winds of 50 mph.

# BID CONSTRUCTION DETAILS

## 1. SKID ASSEMBLY

The skid assembly for the shelter shall have 6" x 9 lb. beams around the perimeter with a third beam in the middle. 3½" O.D. pipes will run through the beams, welded into place. 2" x 2" x ¼" angles shall be placed between the beams every 4' O.C. The complete skid assembly shall be constructed of galvanized steel and secured to the finished sub-floor with high strength 3" lag bolts.

## 2. FLOOR ASSEMBLY

The floor system shall be comprised of 1 layer of ¾" CDX plywood and 1 layer of ¾" tongue and groove plywood with 3½" of R-11 fiberglass batt insulation.

The complete underside of the floor assembly shall be covered with a 16 mesh .011 wire mesh rodent shield before the floor assembly is attached to the skid assembly.

## 4. INTERIOR FLOOR FINISH

The interior surface of the shelter floor shall be covered with a commercial grade vinyl tile. The covering shall be held in place with a commercial grade glue.

## 5. ROOF SYSTEM

The roof system shall be comprised of 1 layer of ¾" CDX plywood 3½" of R-19 fiberglass batt insulation.

## 6. EXTERIOR ROOF FINISH

The exterior of the roof shall be covered with a commercial grade 45 mil nylon reinforced rubber roofing material, or equivalent, and secured in place with a commercial grade contact glue. A galvanized metal roof edge shall cover the perimeter of the roof. The roof shall be sloped to provide proper drainage.

## 7. INTERIOR WALL AND CEILING CONSTRUCTION

The interior walls and ceiling shall be a minimum of 5/8" OSB (oriented strand board) with .030 fiberglass reinforced plastic laminated, or equivalent, to the interior side.

## 8. EXTERIOR WALL CONSTRUCTION

The exterior walls of the shelter shall be of natural stone aggregate.

## 9. WALL, ROOF, FLOOR INTERIOR CORES

The interior core of the walls, roof, and floor shall be filled with R-11 & R-19 fiberglass batt insulation.

## 10. SEAMS

At all points on the exterior of the shelter where two pieces of material come together, butt against each other, overlap each other, or are fastened one to the other, the seam shall be sealed with an industrial grade poly-urethane sealer during and after final assembly to insure water tight joints. A one piece aggregate angle shall be installed over each corner joint.

## **11. DOOR ASSEMBLY**

The size of the door shall be 3'x 7' minimum clearance. The door shall be a commercial grade insulated steel door manufactured from a minimum of 24 gage steel. The door frame shall be a commercial grade heavy-duty steel door frame manufactured from a minimum of 16 gage steel. The door and frame shall be painted with a high quality exterior grade paint, suitable for use on metal. The door hinges shall be heavy-duty stainless steel ball bearing hinges with non-removable pins capable of supporting the door over an extended time of frequent use. The door shall be equipped with a heavy duty commercial grade deadbolt lock. The door and frame assembly shall be equipped with all necessary weather-stripping and seals necessary to make an air tight assembly. The door shall be equipped with miscellaneous hardware, including a heavy-duty commercial grade open door latch, passage set, chromed interior pull handle and all items necessary to make a complete assembly.

## **12. ELECTRICAL**

All electrical wiring shall be in conduit and raceways. All conduit, raceways, fittings, and hardware shall be galvanized steel or rustproof metal. Conduit shall have reamed ends secured to boxes or raceways with compression type connectors. Bends shall be made so that conduit will not be injured or the internal diameter of the conduit reduced. Conduit kinked, crushed, or damaged will be rejected. All conduit shall be anchored in place at least every four feet. All conduit shall be exposed and attached to the inside surface of the shelter. All wire will be copper. All wire runs shall be continuous. The proposed shelter shall be equipped with the following electrical items:

1. 200 amp, 40 position distribution panel w/main breaker.
2. 8 - 2 tube, 4 foot fluorescent light fixtures w/switch.
3. 12 - 110v duplex receptacles
4. 2 - 5 ton cool, 5 KW heat Bard wall mount conditioner w/master control thermostat
5. 12 - 4" waveguide port (Microflect)
6. two runs of 12" cable ladder
7. Halo Ground System w/Master Ground Bar per R-56 standards
8. Heavy duty MOV surge arrestor
9. breakers to accommodate the above
10. all wires, boxes, conduit, etc. to make a complete assembly

## **13. FREIGHT**

Bid will include freight to site, contingent upon site being readily accessible to semi-truck and trailer.

## **14. DRAWINGS**

Three (3) sets of shelter drawings for approval shall be provided before construction and three (3) sets of "as built" drawings shall be provided with the shelter.

## **15. MISCELLANEOUS**

Building foundation anchor bolts, hold-down clamps and foundation installation drawings shall be provided.

**STATE OF UTAH  
DIVISION OF PURCHASING**

**BOND STATEMENT**

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**BIDDING REQUIREMENTS**

A 5% bid bond or cashier's check is required by all vendors bidding on this project. The bid bond must be attached to bid or it will be disqualified. Checks submitted will be returned certified mail after an official award has been made.

**AWARD REQUIREMENTS**

A 100% performance/payment bond will be required from the award vendor within 14 days after notification of award. Bonds must be in the form of a cashiers checks (no personal or business checks) or a surety bond from a licensed surety company doing business in the State of Utah.

Performance/payment bonds (or checks) will be **held as security for a period of 12 months after completion of project, per state law.** Checks submitted will be returned certified mail only after this specified time. Bidders name must be the same on both the bid forms and all bonds submitted.

Please indicate which method of bonding will be used if awarded this job:

\_\_\_\_\_ 100% CASHIERS CHECK

\_\_\_\_\_ 100% PERFORMANCE/PAYMENT BOND

Bond/Ins. Company\_\_\_\_\_

Agent Name\_\_\_\_\_

Fax #\_\_\_\_\_ Phone #\_\_\_\_\_

Upon awarding, the requesting agency will fax a verification to the bonding company listed above to start the bonding process. It is then the responsibility of the vendor or follow through with their bonding agent to assure the bond is processed. After the bonding company sends the bond to vendor for signatures, it is the responsibility of the vendor to mail or hand carry the original bond (no copies or faxes accepted) to the requesting agency, to the attention of the contract person listed on the bid. **No work can commence until the requesting agency has receipt of this performance/payment bond.** After this time the contract will be officially released to the award vendor.



## CONSTRUCTION TRADES LICENSING REQUIREMENTS

The State of Utah requires any person engaging in a construction trade or acting as, or representing oneself as a contractor in a construction trade for which licensure is required to be licensed **before engaging in that trade or contracting activity. It is unlawful for any unlicensed person to submit a bid for any work for which a license is required.** Any person who violates this provision **cannot be awarded or accept a contract** for the performance of the work (*1993 Utah Code Unannotated 58-55-2(32)(a), 58-55-4(1)(a), 58-55-13(1).*

### Definitions

"Construction Trade" means any trade or occupation involving construction, alteration, remodeling, repairing, wrecking or demolition, addition to, or improvement of any building, highway, road, railroad, dam, bridge, structure, excavation or other project, development, or improvement to other than personal property (1993 UCU 58-55-2(5)).

"Contractor" means any person, firm, partnership, corporation, association, or other organization...(that undertakes any work in the construction, plumbing, or electrical trade for which licensure is required...(1993 UCU 58-55-2(6)).

**Licensed Classifications** (See next page.) List the appropriate contractor license number, classification title, primary or secondary classifications number, aggregate dollar limit and license expiration date OR attach a copy of the license. If you plan to utilize sub-contractors, they must also be licensed. Please complete the sections below for each sub-contractor or attach copy of their license.

### Prime Contractor

<u>License Number</u>	<u>Expiration Date</u>	<u>Class Title</u>	<u>Class Number</u>	<u>Dollar Limit</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### Sub-Contractor(s)

<u>License Number</u>	<u>Expiration Date</u>	<u>Class Title</u>	<u>Class Number</u>	<u>Dollar Limit</u>
<u>Name:</u> _____	_____	_____	_____	_____
<u>Name:</u> _____	_____	_____	_____	_____
<u>Name:</u> _____	_____	_____	_____	_____

## CONTRACTOR LICENSE CLASSIFICATIONS

Primary Classification Number	Subclassification Number	Title
E100		General Engineering Contractor
B100		General Building Contractor
R100		Residential and Small Commercial Contractor
	R101	Residential and Small Commercial - Nonstructural
		Remodeling and Repair Contractor
R200		Factory Built Housing Set-up Contractor
S200		General Electrical Contractor
	S201	Residential Electrical Contractor
S210		General Plumbing Contractor
	S211*	Boiler Installation Contractor
	S212	Irrigation Sprinkling Contractor
	S213	Industrial Piping Contractor
	S214*	Water Conditioning Equipment Contractor
S215		Solar Energy Systems Contractor
S216		Residential Sewer Connection & Septic Tank Contractor
S220		Carpentry Contractor
	S221*	Cabinet and Millwork Installation Contractor
S230		Metal and Vinyl Siding Contractor
	S231*	Rain-gutter Installation Contractor
S240		Glass and Glazing Contractor
S250		Insulation Contractor
S260		General Concrete Contractor
	S261*	Concrete Form Setting and Shoring Contractor
	S262*	Gunite and Pressure Grouting Contractor
S270		General Drywall, Stucco and Plastering Contractor
	S271*	Plastering Stucco Contractor
	S272*	Ceiling Grid Systems, Ceiling Tile and Light-weight
		Metal and Non-bearing Wall Partitions Contractor
S280		General Roofing contractor
	S281*	Single Ply and Specialty Coating Contractor
	S282*	Build-up Roofing Contractor
	S283	Shingle and Shake Roofing Contractor
	S284*	Tile Roofing Contractor
	S285*	Metal Roofing Contractor
S290		General Masonry Contractor
	S291*	Stone Masonry Contractor
	S292*	Terrazzo Contractor
	S293*	Marble, tile and Ceramic Contractor
S300		General Painting Contractor
S310		Excavation and Grading Contractor
S320		Steel Erection Contractor
	S321	Steel Reinforcing Contractor
	S322*	Metal Building Erection Contractor
	S323*	Structural Stud Erection Contractor
S330		Landscaping Contractor
S340		Sheet Metal Contractor
S350		HVAC Contractor
	S351	Refrigerated Air Conditioning Contractor
	S352*	Evaporative Cooling Contractor
	S353*	Warm Air Heating Contractor
S360		Refrigeration Contractor
S370		Fire Suppression systems Contractor
S380		Swimming Pool and Spa Contractor
S390		Sewer and Water Pipeline Contractor
S400*		Asphalt Paving Contractor
S410		Pipeline and Conduit Contractor
S420*		General Fencing and Guardrail Contractor
	S421*	Residential Fencing Contractor
S430*		Metal Firebox and Fuel Burning Stove Installation Contractor
S440		Sign Installation Contractor
	S441*	Non-Electrical Outdoor Advertising Sign Contractor
S450		Mechanical Insulation Contractor
S460*		Wrecking and Demolition Contractor
S470*		Petroleum System Contractor
S480*		Piers and Foundations Contractor

\*No Trade Examination is required. All applicants must take and pass the Utah Business and Law Examination if not previously taken and passed.